

Lee Co.

PPME #2003 (Roads)

7/1/2004 6/30/2007

AGREEMENT

BETWEEN

LEE COUNTY, IOWA

AND

PUBLIC PROFESSIONAL & MAINTENANCE EMPLOYEES

Local No. 2003, IUPAT

SECONDARY ROAD UNIT

July 1, 2004

to

June 30, 2007

## TABLE OF CONTENTS

PREAMBLE .....	1
ARTICLE 1 .....	1
<u>Recognition</u> .....	1
ARTICLE 2 .....	1
<u>Intent and Purpose</u> .....	1
ARTICLE 3 .....	2
<u>Definitions</u> .....	2
ARTICLE 4 .....	3
<u>Management Rights</u> .....	3
ARTICLE 5 .....	4
<u>Union Rights and Responsibilities</u> .....	4
ARTICLE 6 .....	5
<u>Work Stoppage</u> .....	5
ARTICLE 7 .....	6
<u>Dues Checkoff</u> .....	6
ARTICLE 8 .....	6
<u>Seniority</u> .....	6
ARTICLE 9 .....	8
<u>Procedures for Staff Reduction</u> .....	8
ARTICLE 10 .....	9
<u>Job Classification</u> .....	9
ARTICLE 11 .....	9
<u>Hours of Work</u> .....	9
ARTICLE 12 .....	10
<u>Overtime</u> .....	10
A. Overtime .....	10
B. Call-back Time .....	10
C. Compensatory Time .....	11

ARTICLE 13 .....	11
<u>Holidays</u> .....	11
ARTICLE 14 .....	12
<u>Vacations</u> .....	12
ARTICLE 15 .....	14
<u>Special Leaves</u> .....	14
A. Sick Leave .....	14
B. Funeral Leave .....	15
C. Leave of Absence Without Pay .....	16
D. Jury Duty .....	17
E. Witness Pay .....	17
F. Voting Leave .....	18
G. Military Leave .....	18
H. Personal Leave .....	18
I. Federal Family and Medical Leave Act .....	18
ARTICLE 16 .....	19
<u>Adjustment of Grievances</u> .....	19
ARTICLE 17 .....	21
<u>Insurance and Dental Care</u> .....	21
A. Hospital and Medical .....	21
B. Life Insurance .....	21
C. Dental Care .....	22
D. Visual Care .....	23
E. Prescription Drugs .....	23
F. Pre-Tax Internal Revenue Service Account .....	24
ARTICLE 18 .....	24
<u>Health and Safety</u> .....	24
ARTICLE 19 .....	25
<u>Supplemental Pay</u> .....	25
A. Longevity .....	25
B. Mileage Reimbursement .....	26
ARTICLE 20 .....	26
<u>Wages</u> .....	26
ARTICLE 21 .....	26
<u>General Conditions</u> .....	26

ARTICLE 22 .....	28
<u>Effective Period</u> .....	28
APPENDIX A .....	29
<u>Wage Schedule - Commencing July 1, 2004</u> .....	29
APPENDIX B .....	30
<u>Wage Schedule - Commencing July 1, 2005</u> .....	30
APPENDIX C .....	31
<u>Wage Schedule - Commencing July 1, 2006</u> .....	31
APPENDIX D .....	32
<u>Wage Schedule - Commencing January 1, 2007</u> .....	32

## **PREAMBLE**

THIS AGREEMENT is executed by Lee County, hereinafter called "Employer", and Public Professional & Maintenance Employees, Local No. 2003, IUPAT, and any successor affiliate, hereinafter called "Union".

## **ARTICLE 1**

### **Recognition**

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining representative for those employees of Lee County in the following bargaining unit pursuant to Order of Certification dated August 23, 1976, in PERB Case No. 670 as amended in PERB Case No. 4133, to-wit:

Included: Engineering Aids I, II and III; Mechanic I, II, and III; Maintenance I, II, IIIA and III.

Excluded: Engineer, Assistant Engineer, Party Chief, Office Manager, Clerk Receptionist, Road Maintenance Foreman, and Shop Foreman, together with all other employees of Lee County, and all those persons excluded by Section 4 of the Act.

and the parties further agree that those employees added or deleted to the bargaining unit by the Public Employment Relations Board during the effective period of this Agreement, shall be recognized thereafter as included or not included within the bargaining unit, as the case may be, pursuant to the Board's certification.

## **ARTICLE 2**

### **Intent and Purpose**

Section 1. The Employer, the Union, and the employees, recognize and declare the necessity of providing the most efficient and highest quality services for the citizens and taxpayers of Lee County.

Section 2. The Employer, the Union, and the employees further recognize and declare their mutual desire to promote harmonious and cooperative relationships among the parties covered by this Agreement, and to assure the effective and efficient operation of Lee County.

### **ARTICLE 3**

#### **Definitions**

Section 1. A part-time employee is a person who is hired for a period of 20 hours per week, or less.

Section 2. A temporary employee is one who is hired for a period of 120 consecutive calendar days, or less.

Section 3. Part-time employees and temporary employees are not included within the bargaining unit, are not entitled to any of the benefits of this Agreement and shall not become regular employees unless first hired as full-time employees and thereafter successfully complete 120 consecutive calendar days of service.

Section 4. A full-time employee is one who is hired as a full-time employee rather than for a part-time or temporary period, or purpose.

Section 5. A probationary employee is one who has not completed nine (9) consecutive months of continuous service as a full-time employee with the Employer. During the probationary period, such employee may be discharged by the Employer without cause and no grievance shall be filed concerning such termination.

Section 6. A regular employee is an employee, other than a temporary employee or a part-time employee, who has completed the probationary period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 8. Act shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

## ARTICLE 4

### Management Rights

Section 1. In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- a) the right to manage the Employer's operations and to direct the working force;
- b) the right to hire employees;
- c) the right to maintain order and efficiency;
- d) the right to extend, maintain, curtail or terminate operations of the Employer;
- e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- g) the right to create, modify and terminate departments, job classifications and job duties;
- h) the right to transfer, promote and demote employees;
- i) the right to discipline;
- j) the right to suspend and discharge employees for proper cause;
- k) the right to lay off;
- l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and



m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

## **ARTICLE 5**

### **Union Rights and Responsibilities**

Section 1. The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following, to-wit:

- a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- b) that it will actively combat absenteeism and any other practice which restricts efficient operations of the Employer; and
- c) that it will earnestly strive to improve and strengthen good will between and among the County and its employees, the Union, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employees to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it nor any of its officers

or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Union will not interfere with or interrupt the operations of the Employer or the work of the employees.

## **ARTICLE 6**

### **Work Stoppage**

Section 1. The employer agrees that during the term of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Union agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, slowdown or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Union agrees that it will take immediate, affirmative steps with the employee involved including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meetings, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, all legal censures of the Act shall apply.

## **ARTICLE 7**

### **Dues Checkoff**

Section 1. The Employer will make monthly deductions from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The deductions will be for monthly Union dues in the amounts certified in such authorization or as the same may be modified by written notification from the Union. The Employer shall transmit the total monthly deduction for dues to the office designated by the Union no later than fifteen (15) days after the money has been withheld and accompanied by a list indicating the name, current address, hourly rate of pay, and amount of dues deducted for each employee for whom dues have been withheld noting any additions or deletions from the previous month with a notation as to the reason for the deletion.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the County and to the Union and shall automatically be canceled upon termination of employment.

Section 3. The Union agrees to indemnify and hold the Employer harmless against any claim or liability arising out of the operation of this Article.

## **ARTICLE 8**

### **Seniority**

Section 1. Seniority, for purposes of determining vacation benefits, sick leave accumulation, leave of absence without pay for medical reasons and longevity is defined as an employee's length of continuous service with the County from the employee's most recent date of hire.

Section 2. Seniority for all other purposes under this Agreement is defined as an employee's length of continuous service within a classification of either Engineering Aid, Mechanic or Maintenance.

Section 3. The seniority records for employees shall be maintained by the Employer. The list shall be posted annually showing the employee's date of hire, and showing the Employee's seniority within a classification. A copy shall be available to the Union upon request. Any protest as to the correctness of the list must be made in writing to the Employer within thirty (30) days.

Section 4. The seniority of an employee shall terminate if the employee quits for any reason; is discharged; fails to report to work after notice of recall within the time limit set out in Article 9, Section 3, hereafter; is laid off for a period exceeding twelve (12) months or the employee's seniority, whichever is lesser; is absent from work for two (2) consecutive workdays without approval by the Employer, providing that an exception may be made at the discretion of the Employer; or fails to report to work on the next scheduled workday at the completion of a leave of absence or a vacation.

Section 5. All openings of employment within the Secondary Road Department that are covered by this Agreement shall be posted on the bulletin boards for a period of five (5) working days, during which time employees applying for such openings will be given primary consideration.

Section 6. In making promotions and transfers the Employer shall consider qualifications and seniority, and, if qualifications are equal between or among affected employees, seniority shall govern. The Employer will post the name of the successful applicant.

Section 7. Employees who are selected to fill employment vacancies as posted in accordance with the above will be granted a four (4) month training period. The training period is intended to give the Employer an opportunity to evaluate the employee's suitability for, and work performance in, the new job.

Section 8. If the Employer determines during the four (4) month training period that the employee is unsuitable for the new job, the Employer shall reassign the employee to the employee's previous job. The Employer will provide the employee with a written statement explaining the reason for the reassignment.

## **ARTICLE 9**

### **Procedures for Staff Reduction**

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall determine in which classification the lay off shall occur. The employee with the least seniority in the classification shall be laid off first, provided that if two or more employees have equal seniority the Employer shall have absolute discretion as to the employee to be laid off, and such decision shall not be grievable. A temporary, part-time or probationary employee shall be laid off before a regular employee and shall have no right of recall.

Section 2. Those employees to be laid off will be notified as soon as possible by certified mail sent to the employee's latest advised current address. Laid off employees shall advise the Employer of their current addresses during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff.

Section 3. An employee shall report to work within forty-eight (48) hours after notice of recall is received or within ninety-six (96) hours after notice of recall is mailed, whichever is lesser, unless the notice of recall provides for a specific later effective date of recall, in which case the employee shall report on said effective date.

Section 4. The Employer shall not hire a new employee from outside the bargaining unit for a classification in which an employee has been laid off so long as the laid off employee has not lost seniority under the provisions of the Article on seniority, unless the employee fails to advise the Employer of the employee's current address or unless the employee fails to report to work within the designated time period.

Section 5. Effective with ratification of this contract through June 30, 2005, the Employer agrees not to lay off any employees covered by this contract.

## **ARTICLE 10**

### **Job Classification**

Section 1. If an employee is requested to work in a higher rated job classification for a period exceeding five (5) working days within the contract year, the employee shall receive the minimum hourly rate for the higher rated job classification effective on the sixth (6<sup>th</sup>) day that the employee so works. The increased rate of pay will not be retroactive for the first five (5) working days. The employee shall return to the employee's regular rate of pay upon completion of the temporary assignment. An employee temporarily requested to work in a lower rated job classification will not suffer reduction in pay.

## **ARTICLE 11**

### **Hours of Work**

Section 1. This Article is intended to set forth the normal workweek, but shall not be construed as a guarantee of any amount of work per day or per week or as a limitation of hours of work per day or per week.

Section 2. The normal workweek shall consist of forty (40) hours per week, exclusive of unpaid lunch periods. A workweek shall commence at 12:01 A.M. Saturday and end at 12:01 A.M. the following Saturday.

Section 3. The normal workday shall consist of eight (8) hours of work commencing at 7:00 A.M. and ending at 3:30 P.M. The employee shall receive a one-half (½) hour unpaid lunch period and the employee shall also receive a fifteen (15) minute paid break in the morning and fifteen (15) minute paid break in the afternoon.

Section 4. It is understood and agreed that the determination of the normal daily and weekly work schedules may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right in its determination of the normal daily work and weekly work schedules to reduce, extend or maintain the hours of work for any employee, and employees shall be required to work as scheduled by the Employer. The Employer may change an employee's daily hours of work to avoid the payment of overtime with the consent of the employee.

## **ARTICLE 12**

### **Overtime**

#### **A. Overtime.**

Section 1. All work performed in excess of eight (8) hours per day shall be paid for at one and one-half (1-½) times the employee's regular hourly rate.

Section 2. All overtime work shall be determined and must be authorized by supervision. For the purpose of computing overtime, any day for which an employee is paid shall be considered the same as time worked, unless the overtime work is done for the convenience of and at the request of the employee, in which case, the overtime shall be straight time rate.

Section 3. Overtime shall first be offered to regular full-time employees before it is offered to part-time or temporary employees. Overtime shall not be used to punish or reward employees. Overtime opportunity shall be divided equally between employees within each of the following work divisions: (1) survey crew; (2) mechanics; (3) sign crew; (4) north maintenance road crew; (5) south maintenance road crew.

#### **B. Call-back Time.**

Section 1. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours' pay at the overtime rate, unless such call-back is two (2) hours or less

prior to the employee's regular shift. Call-back does not apply where an employee is ordered to work beyond the employee's regular shift.

### **C. Compensatory Time.**

Section 1. An employee may elect to receive overtime compensation as compensatory time at the rate of one and one-half hours of compensatory time for each hour of overtime worked. Compensatory time may be accumulated up to a maximum of forty (40) hours.

Section 2. Compensatory time off may be taken at a time that is mutually acceptable to the employee and the Employer.

Section 3. Any compensatory time off not scheduled by May 31 of each year for use in June of that year shall be paid to the employee during the month of June. In no case may compensatory time off be carried over to a new fiscal year. Overtime earned in June will be paid as overtime pay.

## **ARTICLE 13**

### **Holidays**

Section 1. An employee shall be granted eleven (11) paid holidays, to-wit: New Year's Day, Martin Luther King's Birthday, President's Day, the Friday before Easter, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Friday after Thanksgiving and Christmas Day.

Section 2. The Employer shall designate the day on which the holiday is to be observed except that if an aforementioned holiday falls on a Saturday, the preceding Friday will be observed as a holiday, and if any aforementioned holiday falls on a Sunday, the following Monday will be observed as the holiday.

Section 3. In order to be eligible for receiving holiday pay, an employee, unless excused, must report for work on the last scheduled workday before the holiday and on the first scheduled



workday after the holiday. No employee who has been laid off, or discharged, or who is under suspension will be eligible for holiday pay.

Section 4. An employee called in to work on the day designated as a holiday shall receive a day of pay for the holiday plus one and one-half times the employee's regular hourly rate of pay for all hours worked.

## **ARTICLE 14**

### **Vacations**

Section 1. Subject to and in accordance with the provisions of this Article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule:

a) An employee in the continuous active service of the Employer for one (1) year or more as of the anniversary of the employee's most recent date of hire shall be given forty (40) hours of vacation with pay at the employee's regular hourly rate.

b) An employee in the continuous active service of the Employer for two (2) years or more as of the anniversary of the employee's most recent date of hire shall be given eighty (80) hours of vacation with pay at the employee's regular hourly rate.

c) An employee in the continuous active service of the Employer for seven (7) years or more as of the anniversary of the employee's most recent date of hire shall be given one hundred twenty (120) hours of vacation with pay at the employee's regular hourly rate.

d) An employee in the continuous active service of the Employer for ten (10) years or more as of the anniversary of the employee's most recent date of hire shall be given one hundred sixty (160) hours of vacation with pay at the employee's regular hourly rate.

e) An employee in the continuous active service of the Employer for twenty (20) years or more as of the anniversary of the employee's most recent date of hire shall be given two hundred (200) hours of vacation with pay at the employee's regular hourly rate.

f) Vacation will be earned on a monthly basis, one-twelfth (1/12th) of the vacation being earned each month provided that no vacation may be earned on a pro rata basis until after the employee has worked the employee's first full year.

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to the employee's work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

a) All vacations earned must be taken by the employee prior to the employee's next anniversary date, except for one (1) week. The engineer may grant a request to extend this time period for a special circumstance.

b) No employee shall be entitled to vacation pay in lieu of vacation.

c) An employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken; and an employee who voluntarily terminates giving two (2) weeks' prior notice to the Employer, dies or retires, shall receive any vacation earned during the employee's current anniversary year and not previously taken.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, such day will not be counted as a day of vacation.

Section 5. Vacation pay will be computed on the basis of an eight (8) hour day and a forty (40) hour week. Vacation shall be taken in increments of at least one (1) hour at a time.

## ARTICLE 15

### Special Leaves

#### A. Sick Leave.

Section 1. Sick leave shall be used for the employee's medical, optical, or dental appointments, personal illness or injury, including on the job injury or disability, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different Employer. An employee may use twenty-four (24) hours of sick leave during the contract year if the medical condition of the spouse, child or parent of the employee requires the physical presence of the employee.

Section 2. Employees shall be granted ten (10) working hours of sick leave per month and shall have the right to accumulate unused sick leave up to a maximum of one thousand (1000) working hours. Sick leave accumulated prior to the effective date of this contract will be credited toward the maximum accumulation. Employees shall be granted eight (8) working hours of sick leave per month for each month that the employee's accumulated sick leave exceeds one thousand (1000) working hours, until the employee has accumulated eleven hundred (1100) hours.

Section 3. The Employer reserves the right to require a physician's signature for any absence due to sickness.

Section 4. To be eligible for sick leave payment, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's workday. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.

Section 5. No employee is entitled to compensation for unused sick leave time. Termination of service shall terminate any and all obligation of the Employer in connection with unused sick leave time.

Section 6. An employee may use sick leave to the extent it is available, for an on the job injury or disability. If an employee so elects to use such sick leave, in any period for which an employee is receiving workman compensation benefits for an on the job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period as sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amounts paid to an employee under this section shall be chargeable against the employee's sick leave.

Section 7. Sick leave shall be taken in increments of at least one (1) hour at a time.

#### **B. Funeral Leave.**

Section 1. In case of the death of a spouse, or a child (including a step-child) an employee will be granted five (5) working days of paid leave which may be taken at any time commencing with the death of the spouse or child.

Section 2. An employee will be granted from one (1) to three (3) days' funeral leave, with prior notice given to the Engineer, to attend the funeral of the employee's parents or step-parents, mother-in-law, father-in-law, brother, sister, grandparents, grandchildren, brother or sister-in-law or permanent member of the immediate household. Any such leave shall be only for the scheduled workdays falling within the period commencing with the death and extending through the day of the funeral, except that in cases where the funeral is three hundred (300) or more miles away from Lee County, a day of paid funeral leave can be taken on the day following the funeral, provided that the total number of days taken does not exceed three (3) paid days.

Section 3. The above leave with pay is intended to cover travel but in special cases involving unusual travel, the Employer may grant additional leave without pay not to exceed a maximum of three (3) days.

Section 4. An employee who has completed the probationary period may be granted up to eight (8) hours of leave without pay to serve as a pallbearer or to serve in a military funeral.

**C. Leave of Absence Without Pay.**

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

Section 2. An employee may be entitled to a leave of absence without pay if the employee is physically or mentally unable to return to work after exhausting sick leave, vacation leave, and any unused compensation time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement setting the date when the employee is able to return to work. Unless the employee returns to work on that date, or on a later date, by reason of extension granted by the Employer based on medical ground, the employee shall be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed six (6) calendar months in the case of employees having less than five (5) full years of seniority on the date the leave of absence begins, and not to exceed one (1) calendar year in the case of an employee having more than five (5) full years of seniority on said date.

Section 3. Upon termination of any such leave of absence the employee shall return to work in the same step or capacity as when he left, provided that during such period no employee shall earn sick, vacation or other leave.

Section 4. In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 5. During a leave of absence without pay, the employee:

a) must pay group hospital premiums falling due during any month the employee is not on the payroll;

- b) must pay premiums for coverage under any group life insurance plan;
- c) shall not receive any other job benefits during the period of absence; and
- d) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days.

The Employer may make exceptions to any of the above conditions (a-c) for leaves not exceeding fifteen (15) days.

Section 6. During a period of absence without pay the Employer shall provide medical and hospitalization insurance to all employees under this contract in a manner which is consistent with the Family Federal and Medical Leave Act.

#### **D. Jury Duty.**

Section 1. Any employee selected for jury duty shall receive a paid leave of absence for the time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service, but the employee shall be allowed to keep any allowance for mileage.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 3. If an employee is called for jury duty, he shall promptly notify his immediate supervisor.

#### **E. Witness Pay.**

Section 1. If an employee is subpoenaed as a witness in a court action not involving criminal or civil action by or against the employee, he shall receive a paid leave of absence for the

time he spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such witness service, but the employee shall be allowed to keep any allowance for mileage.

#### **F. Voting Leave.**

Section 1. Any employee required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

#### **G. Military Leave.**

Section 1. The Employer shall comply with the statute granting leave of absence for military leave in accordance with the provisions of Section 29A.28, The Code, as the same may be amended from time to time.

#### **H. Personal Leave.**

Section 1. Employees shall be granted three (3) days per contract year for use as personal leave. A probationary employee shall be granted a prorated portion of the three (3) days for that contract year, based on date of hire, provided that the employee successfully completes probation. The employee shall give the Employer two (2) days' notice when a personal day is to be used except in case of an emergency. The Employer reserves the right to disapprove personal leave for good cause. Personal days may not be carried over to the next year and if not used will be forfeited without pay. Personal leave may be taken in increments of one (1) hour.

#### **I. Federal Family and Medical Leave Act.**

Section 1. An employee may request and shall be granted up to twelve (12) weeks leave pursuant to the Family and Medical Leave Act and related state and federal regulations for any reason qualifying under the Family and Medical Leave Act. Family and Medical Leave Act leave may be paid or unpaid, however, an employee utilizing the provisions of the Family and Medical Leave Act must first exhaust any paid personal, sick, and vacation leave in that order to which the employee is entitled under the provisions of this Agreement. The employee using paid leave under

the Family and Medical Leave Act may choose not to utilize up to forty (40) hours of the employee's paid leave accrued under the provisions of this Agreement. For Family and Medical Leave Act purposes a year is defined as a twelve (12) month rolling period measured backward from the date the employee uses the Family and Medical Leave Act leave. Deductions from the employee's paid leave accumulations shall not exceed the actual amounts of Family and Medical Leave Act leave taken consistent with the use of the leave set forth in this Agreement.

## **ARTICLE 16**

### **Adjustment of Grievances**

Section 1. A grievance is defined as a dispute an employee may have with the Employer concerning the interpretation, application or violation of the express terms of this Agreement by the Employer. Should an employee have a grievance, it shall be adjusted in the following manner:

Step One. An employee who claims a grievance shall present such grievance orally, with or without the employee's steward, to the employee's supervisor, within three (3) working days after the occurrence upon which the grievance is based. The supervisor shall give his oral answer to the grievance within three (3) working days after the grievance was presented to him.

Step Two. If the grievance is not settled in Step One it may be appealed by the employee and the employee's steward within five (5) working days after the answer of the supervisor is due. The grievance shall be reduced to writing, signed by the aggrieved employee and the steward, and shall specifically state the facts and the section of this Agreement alleged to have been violated. The written grievance shall be promptly submitted to the County Engineer or his designated representative who shall give his answer in writing to the employee and steward within seven (7) working days after the grievance has been presented to him.

Step Three. If the grievance is not settled in Step Two it may be appealed to arbitration by the Union by written notice of a request for arbitration, submitted to the County Engineer within seven (7) calendar days after the Employer's Step Two answer is due. Said written notice shall be signed by a representative of the Union, and shall state the specific section of this Agreement which is to be considered by the arbitrator. When a timely request has been made for arbitration, a representative of the Employer and a representative of the Union shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within ten (10) calendar days of the Employer's receipt of the arbitration notice, the employee or the



union shall request the Federal Mediation and Conciliation Service or the Public Employment Relations Board to submit a list of five (5) arbitrators. Upon receipt of this list, the parties' designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list, and the fifth and remaining person shall act as the arbitrator.

Section 2. The failure of an employee, the Union or its representative to appeal a grievance to the next step within the applicable times specified above shall bar an employee, the Union, or its representative from appealing the grievance further, and any such grievance shall be considered as settled.

Section 3. The failure by an employee, the Union, or its representative to process a grievance within the applicable times specified above shall bar an employee, the Union, or its representative from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer to reply within the applicable times specified above shall be deemed a denial of the grievance which may then be appealed to the next step.

Section 4. An arbitrator selected pursuant to the provisions of Step Three shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion and award. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor to add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute his discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator, within the scope of his authority, shall be final and binding upon the Employer, the Union, and the aggrieved employee(s). The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Section 5. The Employer and the Union will share equally any joint costs of the arbitration procedure, such as the fees and expenses of the arbitrator and the costs of a hearing room and transcript. Any other expenses shall be paid by the party incurring them.

## **ARTICLE 17**

### **Insurance and Dental Care**

#### **A. Hospital and Medical.**

Section 1. The Employer shall, at no cost to the employee, maintain for each employee a hospital and medical care insurance policy whose benefits are comparable to the policy presently in existence. Prior to any change in the policy, or to any change in the carrier, the Employer agrees to meet and confer with the Union. However, the final decision as to the terms of the policy, or as to the administrator, shall be made by the Employer and shall not be grievable.

Section 2. The Employer's policy coverage will be Alliance Select. The employee will pay the \$250 single deductible and the \$500 aggregate family deductible. The employee will pay the co-insurance with out-of-pocket maximum of \$750 single and \$1,500 family. The deductible and the co-insurance are to be administered according to the policies of the insurance administrator.

Section 3. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

Section 4. An employee, including a probationary employee may elect to cover the employee's family members in accordance with and to the extent provided under the terms of the policy. The employee shall pay zero dollars (\$0) of such additional premium per month and the Employer shall pay the balance.

Section 5. The Employer's policy coverage will provide one annual routine physical for the employee. The Employer may provide for one annual routine physical for each covered dependent of an employee.

#### **B. Life Insurance.**

Section 1. The Employer shall at no cost to the employee, maintain a life insurance

policy or program for each employee in the face amount of Ten Thousand Dollars (\$10,000.00).

Section 2. Coverage of an employee will commence as set out in the policy, and an employee will be covered in accordance with and to the extent provided under the terms of the policy.

### **C. Dental Care.**

Section 1. Each employee is entitled to one dental examination, one prophylaxis, and two Bite-Wing x-rays, during the contract year, and the employer shall pay for the cost of such services up to the amount of \$50.00. The employee will pay the dentist for any charges in excess of \$50.00. This benefit is for the employee only and is not transferable to any other person, including spouse or dependent. This benefit is available only if the employee uses a licensed dentist. This benefit is available only to the extent that the services performed are not covered by dental insurance, and the employer will reimburse the dentist only for those above services for which the dentist, the employee or the employee's spouse is not reimbursed by dental insurance, and in no event will the Employer reimburse the dentist for more than \$50.00.

Section 2. Each employee may designate the employee's spouse or dependent child as a person entitled to one dental examination, one prophylaxis, and two Bite-Wing x-rays, during the contract year, and the Employer shall pay for the cost of such services up to the amount of \$50.00. This benefit is available only if the employee uses a licensed dentist. This benefit is available only to the extent that the service performed is not fully covered by dental insurance, and the employer will reimburse the dentist only for those above services for which the dentist, the employee, or the employee's spouse or dependent is not reimbursed by dental insurance, and in no event will the Employer reimburse the dentist for more than \$50.00.

Section 3. Each employee shall be entitled to reimbursement of not to exceed One Hundred Dollars (\$100.00) from the County for dental treatment to an employee or the spouse or dependent child of an employee during the contract year. This reimbursement is available only for dental treatment provided to the employee, or the spouse or dependent child of the employee, by a

licensed dentist. This reimbursement is available only to the extent that the treatment is not covered by insurance of the employee, or the spouse, or dependent child of the employee. Any portion of the \$100 not used in one contract year may be carried over for use in the following contract year. The total amount available will not exceed \$200. The date the service is performed will determine the contract year to which the reimbursement is to be charged. This reimbursement is in addition to any benefit used in Section 1 or 2 above, and is not restricted to the type of dental treatment reimbursed in those Sections.

#### **D. Visual Care.**

Section 1. Each employee is entitled to reimbursement by the Employer during the contract year up to the amount of One Hundred Dollars (\$100) for the purchase of a pair of prescription eye glasses or of contact lenses, or for the costs of an eye examination. The employee will pay for any charges in excess of One Hundred Dollars (\$100). The benefit is for the employee only and is not transferable to any other person, including a spouse or a dependent. This benefit is available only if the employee uses a licensed optometrist or ophthalmologist. This benefit is available only to the extent that the service performed is not covered by insurance, and the Employer will reimburse the employee only for those services for which the optometrist, the ophthalmologist, the employee, or the employee's spouse is not reimbursed by insurance. Any portion of the \$100 not used in one (1) contract year may be carried over for use in the following contract year. The total amount available will not exceed \$200.

Section 2. The date the examination is performed and the date the prescription eye glasses or contact lenses were purchased will determine the contract year to which the reimbursement is to be charged.

#### **E. Prescription Drugs.**

Section 1. The Employer shall establish a managed drug program for its employees, called PRESCRIBE. The employee shall pay the \$50.00/\$100.00 deductible and shall pay a \$10 or

a \$20 co-payment for any one prescription. The employee will be charged a deductible of \$10 when a generic drug is not available or when the physician requires a brand name drug.

Section 2. Coverage under this program will commence as set out in the policy or contract between the Employer and PRESCRIBE, and an employee will be covered in accordance with and to the extent provided under the term of the policy or contract.

#### **F. Pre-Tax Internal Revenue Service Account.**

Section 1. The Employer shall make available to the employee a pre-tax Internal Revenue Service Account for payment of eligible expenses of the employee whenever this Account option is offered to other county employees. The Employer may extend this benefit to dependents of the employee provided that is allowed by Federal law.

### **ARTICLE 18**

#### **Health and Safety**

Section 1. The Employer agrees to continue to make reasonable provisions for the health and safety of its employees during the hours of employment.

Section 2. The Union and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 3. Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

Section 4. After the probationary period has been completed, the Employer shall allow each employee Seventy Five Dollars (\$75.00) as of July 1 for the purchase or repair of safety shoes for the contract year, provided that the safety shoes meet the safety standard set forth by OSHA. Any portion of the Seventy Five Dollars (\$75.00) may be carried over for use in the next contract year.

Section 5. After the probationary period has been completed, the Employer will purchase the first pair of prescription safety glasses for the employee and thereafter, the Employer will allow each employee Sixty Dollars (\$60.00) per pair for the maintenance of the lens and the frames if they are damaged in a work related accident.

Section 6. The Employer may require the employee to show proof of purchase prior to making the payment set out in Sections 4 and 5 above.

## ARTICLE 19

### Supplemental Pay

#### A. Longevity.

Section 1. Longevity shall be paid to employees who have worked for the Employer for stated periods of time as follow, to-wit:

<u>Required Period Completed</u>	<u>Amount Per Year</u>
5 years	\$150.00
10 years	\$250.00
15 years	\$350.00
20 years	\$450.00
25 years	\$550.00

Section 2. For purposes of this article, the number of years completed will be determined as of December 31<sup>st</sup> of each year.

Section 3. The above sums will be added to the first paycheck of the affected employees in December of each year.

Section 4. In the event that an employee terminates prior to December 1, the employee will be paid a pro rata amount of the sum the employee would otherwise be paid on December 1 of that year.

## **B. Mileage Reimbursement.**

Section 1. Whenever the Employer requires the employee to use the employee's personal vehicle on county business, the employee will be reimbursed employee's mileage at the rate approved by The Code, and if The Code does not establish the rate for county employees, the employees will be reimbursed mileage at the rate set by The Code for state employees.

## **ARTICLE 20**

### **Wages**

Section 1. The regular rates of pay for each classification of employees is set out in Appendices A, B, C and D which are attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, the employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

## **ARTICLE 21**

### **General Conditions**

Section 1. This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

Section 2. In the event any provision of this Agreement is held invalid by any Court of competent jurisdiction, the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

Section 3. The Union and the Employer acknowledge that during negotiations which resulted in this Agreement, each party had the opportunity to make demands and proposals with

respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

Section 4. The Employer shall post a copy of this Agreement in an appropriate place in the office and in each of the three (3) main shops, and shall furnish a copy of this Agreement to each of the three (3) members of the bargaining team.

Section 5. The Employer shall provide a bulletin board for the use of the employees in the north shop, the south shop, the sign shop and the central shop.

Section 6. One member of the bargaining committee will be paid at his regular rate of pay for the County for all hours spent bargaining during the regular working day.

Section 7. The parties agree to form a Labor-Management Committee to function during the term of this Agreement. The purpose of the Committee is to consider present and potential future problems in the administration of this Agreement. The Committee shall consist of three (3) members of the bargaining unit appointed by the Union and three (3) non-bargaining unit persons appointed by the county engineer. The Committee shall meet once each calendar quarter on the call of the county engineer. Any two (2) members of the Committee may request an additional meeting by notifying the county engineer of their request and the county engineer shall call the meeting within two (2) weeks. All meetings shall be confidential but the parties may, by mutual agreement, post minutes of such meetings as a means of communicating information to all employees and supervisors. Union representatives may attend meetings which occur during their scheduled work time without loss of pay. The committee's authority shall be limited to developing possible solutions to problems, and to making suggestions and recommendations for implementing the administration of the Agreement. The Committee shall have no authority to bargain on any issue to amend or modify the Agreement, or to hear or determine any grievance. No recommendation or suggestion of the Committee which is not adopted shall be grievable under the Agreement, nor shall the failure to recommend or make a suggestion be grievable under the Agreement.



## ARTICLE 22

### Effective Period

Section 1. This Agreement shall be effective July 1, 2004, and shall continue through June 30, 2007.

Section 2. A party seeking a continuance shall cause a written notice to be served on the other party by September 15<sup>th</sup> of the year prior to the time when a continuance is desired, and shall indicate at that time whether modifications are desired. Accordingly, if a continuance of the contract is requested for the fiscal year beginning July 1, 2007, notice must be given prior to September 15, 2006, and negotiations will commence after the notice is received.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

DATED this 22<sup>nd</sup> day of June, 2004

LEE COUNTY

By [Signature]  
Chair, Board of Supervisors

By [Signature]  
Member, Board of Supervisors

By [Signature]  
Member, Board of Supervisors

DATED this 9<sup>th</sup> day of June, 2004

PUBLIC PROFESSIONAL &  
MAINTENANCE EMPLOYEES LOCAL  
NO. 2003 IUPAT

By [Signature]  
Business Representative

By [Signature]  
Bargaining Committee Member

By [Signature]  
Bargaining Committee Member

By [Signature]  
Bargaining Committee Member

## APPENDIX A

### Wage Schedule - Commencing July 1, 2004

#### Engineering Aides

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III E	13.05	14.08	14.97
CLASS II E	13.43	14.97	15.43
CLASS I E	14.22	15.88	16.14

#### Mechanic

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS IIIM	12.62	14.25	14.57
CLASS IIM	13.02	14.57	14.99
CLASS IM	13.32	14.99	15.29

#### Maintenance

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III	12.62	14.25	14.57
CLASS IIIA	12.75	14.38	14.69
CLASS II	13.02	14.57	14.99
CLASS I	13.32	14.99	15.29

The wages of an employee moving from one classification to another will be increased by one-half (½) of the difference between the employee's present Step wage and the identical Step wage at the higher classification for a period of six (6) months, at which time the wages will be increased to that Step wage at the higher classification for the next six (6) months. If the employee has moved to a Step lower than Step 3 of the higher classification, the employee will thereafter receive periodic increases within the classification based on the time periods as set out in the Wage Schedule.

## APPENDIX B

### Wage Schedule - Commencing July 1, 2005

#### Engineering Aides

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III E	13.44	14.50	15.42
CLASS II E	13.83	15.42	15.89
CLASS I E	14.65	16.36	16.62

#### Mechanic

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III M	13.00	14.68	15.01
CLASS II M	13.41	15.01	15.44
CLASS I M	13.72	15.44	15.75

#### Maintenance

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III	13.00	14.68	15.01
CLASS III A	13.13	14.81	15.13
CLASS II	13.41	15.01	15.44
CLASS I	13.72	15.44	15.75

The wages of an employee moving from one classification to another will be increased by one-half (½) of the difference between the employee's present Step wage and the identical Step wage at the higher classification for a period of six (6) months, at which time the wages will be increased to that Step wage at the higher classification for the next six (6) months. If the employee has moved to a Step lower than Step 3 of the higher classification, the employee will thereafter receive periodic increases within the classification based on the time periods as set out in the Wage Schedule.

## APPENDIX C

### Wage Schedule - Commencing July 1, 2006

#### Engineering Aides

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III E	13.71	14.79	15.73
CLASS II E	14.11	15.73	16.21
CLASS I E	14.94	16.69	16.95

#### Mechanic

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS IIIM	13.26	14.97	15.31
CLASS IIM	13.68	15.31	15.75
CLASS IM	13.99	15.75	16.07

#### Maintenance

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III	13.26	14.97	15.31
CLASS IIIA	13.39	15.11	15.43
CLASS II	13.68	15.31	15.75
CLASS I	13.99	15.75	16.07

The wages of an employee moving from one classification to another will be increased by one-half (½) of the difference between the employee's present Step wage and the identical Step wage at the higher classification for a period of six (6) months, at which time the wages will be increased to that Step wage at the higher classification for the next six (6) months. If the employee has moved to a Step lower than Step 3 of the higher classification, the employee will thereafter receive periodic increases within the classification based on the time periods as set out in the Wage Schedule.

## APPENDIX D

### Wage Schedule - Commencing January 1, 2007

#### Engineering Aides

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS IIIE	13.98	15.09	16.04
CLASS IIE	14.39	16.04	16.53
CLASS IE	15.24	17.02	17.29

#### Mechanic

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS IIIM	13.53	15.27	15.62
CLASS IIM	13.95	15.62	16.07
CLASS IM	14.27	16.07	16.39

#### Maintenance

	Step 1 Beginning	Step 2 After One (1) Year	Step 3 After Two (2) Years
CLASS III	13.53	15.27	15.62
CLASS IIIA	13.66	15.41	15.74
CLASS II	13.95	15.62	16.07
CLASS I	14.27	16.07	16.39

The wages of an employee moving from one classification to another will be increased by one-half (½) of the difference between the employee's present Step wage and the identical Step wage at the higher classification for a period of six (6) months, at which time the wages will be increased to that Step wage at the higher classification for the next six (6) months. If the employee has moved to a Step lower than Step 3 of the higher classification, the employee will thereafter receive periodic increases within the classification based on the time periods as set out in the Wage Schedule.